

Vernon Computer Source a division of IT Xchange Corp (d/b/a Vernon Computer Source)

MASTER EQUIPMENT RENTAL AGREEMENT: The rental of the equipment described on the attached Rental Contract and on all Rental Contracts subsequently attached hereto or which refer to this Agreement shall be governed by this Master Equipment Rental Agreement .

SERVICE & SUPPORT

Vernon Computer Source (VCS) will replace any equipment that fails to operate through no fault of the customer (YOU). YOU will be responsible to return faulty equipment and for all time and material costs if the product has been damaged by accident, abuse, misuse, misapplication, or as a result of repair or reconfiguration by someone other than VCS. Failure to notify VCS of equipment failure will constitute acceptance and all rental charges will be due.

RENEWAL

Once the term of the rental has passed the minimum period, this Agreement shall automatically renew at the same rental rate and billing frequency.

RETURN OF EQUIPMENT

At the end of the rental term, it is YOUR responsibility to return the equipment, at YOUR expense, to a VCS Rental Inventory Center unless other arrangements have been agreed upon. YOU understand and agree that any equipment rented/leased to YOU by VCS is to be returned in the same condition in which it was received including, all software, documentation, cabling, and other accessories. All items not returned will be billed to YOU at replacement cost or \$100, which ever is greater. It is further YOUR responsibility to remove any data from the internal hard drive, or other data storage devices as VCS assumes no obligation to do so.

PAYMENTS

VCS shall bill YOU at the beginning of each period specified by the billing frequency. YOU agree to pay to VCS all rental amounts in accordance with the payment terms on the attached Rental Contract(s). Unless otherwise specified, YOU agree to pay to VCS all other amounts due under this Agreement upon demand therefor.

CREDIT APPROVAL

VCS will not be obligated to deliver or release any equipment unless and until YOUR credit is approved by VCS's credit department.

LATE CHARGE

YOU understand that any security deposit or credit card number given can be debited for the amount of any overdue or unpaid invoices. YOU agree to pay all overdue charges. YOU will be charged one percent (1%) of the invoice amount per month for all overdue invoices.

BUYOUT

VCS may agree to sell the equipment to YOU, but until a buyout has been agreed to and the buyout payment has been received by VCS, this Agreement will

continue, including the rental of the equipment at the stated rate.

CANCELLATION

YOU understand that in event of early cancellation or termination of this Agreement by YOU, or VCS following a default, YOU will pay to VCS a cancellation fee equal to 25% of aggregate rental/lease amounts due during the rental period.

OWNERSHIP OF EQUIPMENT

VCS is the sole owner of the equipment and has full title to the equipment. VCS is renting the equipment to YOU and remains the owner of the equipment. YOU will grant access to the equipment to VCS, its designee, or the manufacturer during normal working hours for inspection, repair, maintenance, installation of engineering changes and for any other reasonable purpose. The equipment shall be operated in a careful and proper manner by competent persons only and in accordance with the manufacturer's operating instructions. Under no circumstances is the equipment to be opened, repaired, or replaced without written authorization of VCS. In the event that this Agreement is breached, YOU will be liable to VCS for cost of the replacement of the equipment and/or repair thereof.

LOCATION OF EQUIPMENT

YOU agree to keep and use the equipment only at the address shown in this Agreement. YOU agree that the equipment will not be moved from the address unless YOU get VCS's written permission in advance to move it (or, the equipment has been specially designated as portable). In the event that the equipment, or any part thereof, is located at, or relocated to, a place owned, leased or controlled by someone other than YOU (hereafter called the "Host"), VCS may enter such place and inspect, repair, maintain or remove the equipment in accordance with the terms of this Agreement and YOU hereby authorize the Host to provide VCS with such access and rights with respect to the equipment, without notice to YOU.

ACCEPTANCE OF EQUIPMENT

Acceptance of delivery of equipment by YOU, your employees, or persons acting as agent on your behalf, will be conclusive evidence that the equipment has been examined and found to be in complete accordance with the description of the equipment set forth in this Agreement or in any attached schedule. The rental shall commence on the day the equipment is delivered to YOU and shall continue until the equipment and all accessories are returned to a VCS Rental Inventory Center. If any data is discovered on the

applicable storage device(s) by YOU, YOU must notify VCS immediately and YOU will be liable for its unauthorized use or transfer of this data.

RISK

YOU agree to keep the equipment fully insured during the entire rental period by an all-risk policy, including theft or mysterious disappearances, naming Vernon Computer Source as loss payee and additional insured until this Agreement has expired or is terminated by VCS and all sums under this Agreement are paid in full and the Equipment is either returned to VCS or purchased by YOU. VCS shall not be obligated to deliver or release any equipment until YOU have provided satisfactory evidence of such insurance coverage.

DAMAGE INSURANCE

VCS will relieve YOU of your obligation under the above RISK clause (other than for theft, misuse or abuse) in consideration of your acceptance and payment of an additional fee equivalent to 5% of the aggregate rental charges. For laptops, flat panels and projectors a \$1000 deductible will be applied.

DEFAULT

If YOU commit any breach of this Agreement or if the equipment is, in the opinion of VCS, in danger of being confiscated or damaged, VCS may terminate this Agreement. YOU will be entitled to repossess the equipment without notice to YOU and without liability for any injuries or loss suffered by YOU by reason of such repossession. YOU confess and authorize entry of a judgment awarding VCS immediate possession of its equipment, such confession of judgment being for a debt acknowledged justly to have become due and YOU are deemed to have given permission to your landlord to allow VCS access to the equipment. YOU will pay VCS all rental amounts for the entire rental term. YOU shall also be liable for all damages, costs and expenses which VCS has sustained, including, but not limited to, reasonable attorney's fees and any other costs of collection.

GOVERNING LAW

This Agreement will be interpreted and enforced according to laws of the state of Connecticut. YOU HEREBY CONSENT AND SUBMIT TO THE JURISDICTION of the Superior Court of the State of Connecticut and the United States District Court for the District of Connecticut for the purposes of any suit, action or other proceeding arising out of YOUR obligations hereunder, and YOU expressly waive any objections that YOU may have to the

venue of such Courts. YOU HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY in any action brought on or with respect to this Agreement.

TAXES

YOU understand and agree that YOU will be responsible for payment of all taxes related to this transaction, including, but not limited to any and all local sales, use and personal property taxes levied now or in the future.

CONSUMABLES

Consumable items (such as toner) required by YOU during the rental term can be purchased outright from an authorized distributor and/or may also be available from VCS. Color and laser printer toner are not included in the rental unit cost.

SOFTWARE

If YOU want your application software installed, VCS will bill extra for this service at a rate to be determined by the complexity of the installation.

SHIPMENT

The F.O.B. point is the VCS Rental Inventory Center from which the shipment is made. Shipment will be made via means specified by YOU and billed at VCS's standard freight and handling rates at your expense. VCS shall not be liable for transportation delays.

ENTIRE AGREEMENT

This Agreement and the attached Rental Contract(s) constitutes the entire agreement and understanding between us. We must both agree in writing to any changes or modifications.

WAIVER

YOU, with full knowledge and understanding of your rights pursuant to Chapter 903A of the Connecticut General Statutes (and any successor chapter or provision), as now constituted or hereafter amended, HEREBY FREELY AND VOLUNTARILY WAIVE YOUR RIGHT TO NOTICE AND A HEARING PRIOR TO THE ISSUANCE OF ANY PREJUDGMENT REMEDY in any action commenced by or on behalf of VCS. YOU AGREE THAT VCS MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT, or its successors or assigns, against YOU, including, but not limited to garnishment, attachment, foreign attachment and replevin WITHOUT NOTICE TO YOU AND WITHOUT A HEARING. YOU hereby acknowledge and agree that this Agreement constitutes a "Commercial Transaction" within the meaning and for purposes of Connecticut General Statutes Sections 52-278A et seq.

Version 07.16.07 PA

Company Name: _____

Date: _____

Authorized By: _____

By: _____

Print Name

Vernon Computer Source a Division of IT Xchange Corp

Authorized Signature: _____